



# TERMS AND CONDITIONS

## OF SALE

(As of 1 March 2013)

### 1. GENERAL

All orders are accepted and executed on the understanding that the purchaser is bound by the following General Conditions of Sale. Where there is any inconsistency between these General Conditions of Sale and any conditions which the Purchaser seeks to impose these General Conditions of Sale shall prevail.

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### 2. QUOTATIONS AND PRICES

- a) A quotation will remain open for acceptance for a period of 14 days from the date of quotation.
- b) All quoted prices are inclusive of Value Added Tax, unless specifically stated to the contrary.
- c) A quotation signed by the Purchaser and returned to OFS Canvas (whether by hand, post, fax or email) constitutes an order to proceed with the manufacture and or supply and or installation of the quoted item(s) based on the dimensions provided in the quotation.
- d) OFS Canvas reserves the right to amend a quote marked "subject to measurement" once actual measurements have been taken.
- e) Unless the quotation states that delivery or installation is included, it does not include delivery or installation and the goods are to be collected from OFS Canvas premises by the Purchaser.

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### 3. PAYMENT

- a) Unless otherwise agreed in writing, a **non-refundable deposit** of 50% is required on acceptance by the Purchaser of the quotation and the balance is due on collection by the Purchaser or delivery/installation to the Purchaser of the goods.
- b) Final payment is due on collection, delivery or installation of goods. OFS Canvas reserves the right to charge the Purchaser for a second installation and delivery fee should payment not be available on site on the agreed delivery and installation date.
- c) OFS Canvas reserves the right to charge interest on overdue accounts at the rate of 5% above prime rate.
- d) Only Management approved cheques will be accepted and a deposit fee of R20.00 per cheque will be charged.
- e) **Please note that goods paid by internet banking will only be released when funds transferred shows in the bank account of OFS Canvas. No exceptions will be made.**

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### 4. CANCELLATION FEE

- a) All goods supplied by OFS Canvas shall be categorized as "special-ordered goods" in terms of the Consumer Protection Act 68 of 2008.
- b) The Purchaser will be held liable for a cancellation fee in the event and advance order for any goods or devices to be supplied by OFS Canvas is cancelled.

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### 5. OWNERSHIP

All goods supplied by OFS Canvas shall remain the sole property of OFS Canvas until paid for in full. This reservation of ownership applies whether or not the goods have been installed. This means that even installed goods will be removed if not paid for within 7 days.

### 6. COLLECTION OF GOODS

Where delivery is not included in OFS Canvas' quotation, the Purchaser must collect the goods at the Purchaser's cost within 14 days of having been notified by OFS Canvas that the goods are available for collection, failing which:

- a) The full balance of the purchase price shall immediately be due and payable, and
- b) The Purchaser shall be liable for storage charges.
- c) Goods not collected within 6 weeks after completion will be disposed of and monies recovered will be used to recover costs.

### 5. LIABILITY FOR DELAY

Any times quoted for manufacture, delivery, repair or replacement is to be treated as **estimates** only. OFS Canvas, while making every effort to meet such estimates, shall not be liable for any loss or damage whatsoever and whether direct or consequential arising from failure to manufacture, deliver, repair or replace any goods within such time.

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### 6. RISK

Notwithstanding the reservation of ownership referred to in 5 above, the risk in the goods shall pass to the Purchaser on collection by the Purchaser or delivery to the Purchaser, as the case may be.

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### 7. DEFECTS

- a) OFS Canvas will make good, by repair or at OFS Canvas' sole option, by the supply of replacements, any defects which, under proper use, appear in the goods within 12 months of collection or delivery and which arise solely from faulty design (other than any design made, furnished or specified by the Purchaser for which OFS Canvas has disclaimed responsibility), materials or workmanship, provided that:
  - (i) The goods concerned have been stored and used in a proper manner; and
  - (ii) the Purchaser has notified OFS Canvas of the nature of the defect within 7 days of becoming aware of the defect; and
  - (iii) the goods have been returned to OFS Canvas, carriage paid and adequately packed.
- b) Goods returned as defective but found on inspection to be in good order will be returned to the Purchaser subject to a handling charge.

- c) Goods returned, which are out of guarantee or which were damaged due to incorrect usage, will be scrapped by OFS Canvas unless the Purchaser shall have given OFS Canvas specific disposal instructions in writing.
- d) The Purchaser shall notify OFS Canvas in writing of the nature of the defect and any tests the Purchaser may require OFS Canvas to perform in respect of the goods prior to their return to OFS Canvas.
- e) Save as aforesaid and as provided in terms of this clause, OFS Canvas shall not be liable for any defects in goods delivered or for any injury, damage or loss whatsoever resulting directly or indirectly from such defects or from any work done in connection therewith and its liability under this clause, shall be in lieu and to the exclusion of the liability under any warranties and conditions whether express, implied or statutory and whether written or verbal.

### 8. INSTALLATIONS

- a) The Purchaser shall be liable for OFS Canvas' costs of any repeat visits that may become necessary as a result of OFS Canvas inability to access the Purchaser's property at any time arranged with the Purchaser for the delivery and/or installation of ordered product.
- b) The Purchaser will supply a live 220V electricity point, clean drinking water and a toilet for employees while doing the installation.
- c) OFS Canvas do not take responsibility for damage to any water pipes, irrigation systems, garden plants, paving, bricks, plaster and or brickwork or electricity supply when digging, drilling or working at the premises.
- d) OFS Canvas shall not be responsible for any civil work that may be required in and around the pool to enable it to install a pool cover or safety net supplied by it. The Purchaser shall ensure that coping stones, brick work or any other structures around the pool will be able to accommodate securing points required to secure the pool cover or safety net.

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### 9. POOL SAFETY PRODUCTS

- a) Some of the pool covers provided by OFS Canvas, including thermal covers, leaf nets and solid covers are not intended to and do not provide any protection from accidents and are accordingly not safe with children and animals. OFS Canvas accepts no liability whatsoever with respect to the use of these covers.
- b) Solid safety covers and safety nets supplied by OFS Canvas provide a degree of safety provided that they are used in a safe and proper manner. Children and animals should not be left unattended in any pool area and OFS Canvas accepts no liability whatsoever for any death, injury, damage or loss whatsoever occurring, with respect to the use of any of its covers and or nets.

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### 10. RENTAL OF MARQUEE TENTS.

- a) Tents will be erected at premises on or before the date and time as specified on written quotation.
- b) If we did not do a site inspection and the tent does not fit the Purchaser would still be liable for the full outstanding amount.
- c) **The Purchaser is fully responsible for the tent from the time it is delivered to site until loaded back on our vehicle after it was taken down. Any damages and or losses (including Act(s) of God) will be for the Purchaser's account and the Purchaser are to organize insurance and security at his/her own cost to cover the replacement of the tent.**
- d) We do not take any responsibility for damage to water-, irrigation pipes, paving, electrical cables, shrubs, grass or flowers.
- e) Quotations are for pitching on grass unless otherwise stated in writing.

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### 11. GUARANTEES AND WARRANTIES

All materials and products carry a minimum warranty of 12 months (unless specified less in writing) if and when used as intended and as per manufacturer's instructions. All guarantees on materials used are carried by the manufacturers there-off and details are available from our offices regarding specific terms and conditions.

### 12. DESCRIPTIVE MATTER AND ILLUSTRATIONS

All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by OFS Canvas are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form any part of any contract. The right is reserved to change specifications without prior notification or public announcement.

### 13. ARBITRATION CLAUSE

Any dispute whatsoever nature arising out of this contract concerning any of the rights and/or obligations of the parties, either during the currency of the contract or after the completion thereof, or following the termination of the contract, including any dispute as to the validity of the contract, is hereby referred to for arbitration and final decision of a single arbitrator under the Small Claims Arbitration Tribunal (SCAT) Rules current at the time of the declaration of the dispute and as published by the Association of Arbitrators (Southern Africa) and the parties agree to accept this award as final and binding upon them. The arbitrator shall be selected by agreement between the parties. The cancellation of this contract by either party for whatever reason shall not affect the validity of this clause.

I, .....(Full Names) hereby state that I am duly authorized to sign on behalf of .....(Customer) and fully

agree by these terms and conditions as set out and will abide by them.

Signed in .....(Place) on .....(day) .....(Month)20.....(Yr.)

Signature: .....